

Mendoza v. United Coconut Planters Bank

Facts

1. **Contract and Default**:

- On October 6, 1995, Adelia Mendoza, acting as attorney-in-fact for Alice Malleta, entered into a Real Estate Mortgage Contract with United Coconut Planters Bank (UCPB) for a loan amounting to PHP 4,925,000.00.
- The properties were sold in a public auction on August 27, 1998, for PHP 31,300,000.00 to UCPB due to default.

2. **Complaint**:

- On November 5, 2001, Mendoza filed a complaint in the RTC of Lipa City seeking annulment of the foreclosure proceedings and certificates of sale.
- Petitioners argued the foreclosure proceedings violated due process and the legal requirements under Act No. 3135 and Republic Act No. 3765 (Truth in Lending Act).

3. **UCPB's Response**:

- Denied claim of insufficient foreclosure proceedings, stating that the foreclosure was conducted in accordance with the law and fulfilled all requirements of Act No. 3135 and Republic Act No. 3765.

4. **RTC Proceedings**:

- Respondent filed a Motion to Dismiss for failure to prosecute, noting absence of steps taken to set a pre-trial despite receiving answer on August 26, 2002.
- Petitioners opposed, explaining that their counsel forgot the case due to the death of his law partner, who was originally handling the case.

5. **RTC Decision**:

- On April 15, 2003, the RTC dismissed the petitioners' complaint for failure to prosecute within a reasonable period.
- Motion for reconsideration denied.

6. **Appeal to CA**:

- Petitioners filed an appeal and submitted an Appellants' Brief on April 5, 2004.
- UCPB moved to dismiss the appeal for non-compliance with Section 13, Rule 44 of the 1997 Revised Rules of Civil Procedure, noting the absence of required elements such as a subject index, assignment of errors, and page references.

7. **CA Decision**:

- CA dismissed the appeal, affirming that the Appellants' Brief's deficiencies warranted dismissal under Section 1 (f), Rule 50.

Issues

1. **Compliance with Section 13, Rule 44**:

- Whether the Court of Appeals erred in dismissing the appeal despite petitioners' claimed substantial compliance with Section 13, Rule 44 of the 1997 Rules of Civil Procedure.

2. **Dismissal for Failure to Prosecute**:

- Whether the RTC erred in dismissing the complaint due to petitioners' failure to set the case for pre-trial within a reasonable time.

3. **Validity of Foreclosure Proceedings**:

- Whether the RTC erred in not holding that UCPB's alleged non-compliance with Section 3, Act No. 3135 was fatal to the foreclosure proceedings' validity.

4. **Contract of Mortgage Violations**:

- Whether the extrajudicial foreclosure proceedings and auction sale violated the mortgage contract's provisions.

5. **Violation of Republic Act No. 3765**:

- Whether UCPB violated Section 4 of Republic Act No. 3765 by failing to disclose finance charges fully.

6. **Attorney's Fees**:

- Whether petitioners are entitled to reasonable attorney's fees.

Court's Decision

Issue 1: Compliance with Section 13, Rule 44

- **Decision**: The Supreme Court held that Section 13, Rule 44 of the 1997 Rules of Civil Procedure must be strictly followed. The petitioners' failure to include a subject index, assignment of errors, and page references justified the CA's dismissal.
- **Rationale**: The importance of these elements in facilitating the review process was emphasized, stating that literal compliance is not only procedural but crucial for substantive justice.

Issue 2: Dismissal for Failure to Prosecute

- **Decision**: The dismissal by the RTC for failure to prosecute was upheld.
- **Rationale**: The court found petitioners' argument about forgetting the case due to counsel's partner's death as inadequate and unpardonable given the extended delay.

Issue 3: Validity of Foreclosure Proceedings

- **Decision**: The validity of the foreclosure proceedings was upheld, finding petitioners' claims unfounded.
- **Rationale**: The necessary notices and publications were conducted in accordance with legal standards, rebutting claims of procedural defects.

Issue 4: Contract of Mortgage Violations

- **Decision**: No contractual violations were identified regarding the foreclosure.
- **Rationale**: The proceedings adhered to the stipulations of the mortgage contract and applicable laws.

Issue 5: Violation of Republic Act No. 3765

- **Decision**: The Court found no violation of the Truth in Lending Act.
- **Rationale**: Regular statements of account and notifications were provided, satisfying the disclosure requirements.

Issue 6: Attorney's Fees

- **Decision**: The issue of entitlement to attorney's fees was rendered moot.
- **Rationale**: With the dismissal of the appeal, any claim to attorney's fees by petitioners was not addressed on its merits.

Doctrine Established

- **Strict Compliance in Procedural Rules**: The court underscored the mandatory nature of compliance with procedural rules in the appellate process, as outlined in Sections 13, Rule 44 and Section 1 (f), Rule 50 of the 1997 Rules of Civil Procedure.

Class Notes

1. **Elements in Contractual Defaults**:
 - Default of obligation leading to foreclosure.
 - Notice and publication requirements under Act No. 3135.
 - Requirements of disclosure under Republic Act No. 3765.
2. **Appellate Procedure Compliance**:
 - Subject Index.

- Assignment of Errors.
- Page References to Record.

3. **Statutory Provisions**:

- Act No. 3135: Regulates foreclosure procedures.
- Republic Act No. 3765 (Truth in Lending Act): Mandates disclosure of finance charges.

Historical Background

- **Legal Context**: This case demonstrates procedural rigor in appellate practice in the Philippines and reinforces standardized requirements for technical compliance in judicial proceedings.
- **Significance**: The case carries implications on how legal practitioners approach the drafting of appellate briefs to ensure that statutory requirements are met to facilitate a fair review process.